

EMPLOYMENT CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the "County", and the San Bernardino International Airport Authority, hereinafter called the "Authority", and **Mark Gibbs**, hereinafter called "Contractor".

It is hereby agreed that County, shall employ Contractor as an **Airport Operations Officer**, and that Contractor shall provide his services in the manner and on the terms and conditions hereinafter set forth:

1. The term of this Contract shall commence on **June 16, 2003**, and continue in effect until terminated as hereinafter provided. This Contract may be terminated at any time by either party, upon 30 days' written notice of termination to the other party. The Executive Director or his designee shall have full authority and discretion to exercise Authority's rights under this paragraph. The County Administrative Officer or his designee shall have full authority and discretion to exercise County's rights under this Contract.
2. For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept, for hours actually worked, the hourly rate of **\$22.99**.
3. Contractor shall be entitled to all benefits in accordance with the Technical & Inspection Memorandum of Understanding. Contractor shall be eligible to participate in the County's 1937 Act Retirement System during the term of this Contract.
4. Contractor shall be covered by County's workers' compensation and general liability insurance during the hours actually worked under this Contract.
5. As a condition of employment with San Bernardino County Administrative Office/San Bernardino International Airport Authority the Contractor does hereby agree to uphold the conflict of interest policy of the County which is stated under Rule I, Section 8, of the County's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political

associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts to not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Section 1090, 1126, 87100, and any other conflict of interest Code applicable to County employment."

6. Reimbursement for County use of privately-owned vehicles will be at the IRS allowable rate or \$.32 per mile, whichever is greater, and in accordance with Department and County policies.

If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report on Contractor's driving record. If such report discloses the Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.

In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- (a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- (b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- (c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph # 1.

7. Duties and responsibilities of the Contractor may include, but are not limited to the following:
 - (a) Responsible for airfield inspections as specified in FAR Part 139, determining any conditions which may make the airfield unsafe and initiating corrective action including closing unsafe portions of the airfield until the discrepancy is corrected. Includes inspection of fueling facilities and vehicles, parking lots, passenger terminal, the Instrument Landing System, the Automated Weather Observation System, and any other facilities on the Airport.
 - (b) Conducts Airfield and Terminal inspections as specified in FAR Part 107. Monitors Airport facilities for security purposes, requests law enforcement response for any observed trespass or illegal activities on or in the vicinity of the Airport. Records information on unusual activity and provides such information

to law enforcement agencies. Administers the access control program for the Airport Operations Area and Airport owned facilities within.

- (c) Coordinates and directs Airport Maintenance staff and contractors in the performance of airfield repairs and improvements.
- (d) Performs daily site inspections of Airport construction projects, attends related meetings, and maintains certified payroll records.
- (e) Maintains records of aircraft activity and prepares billing advice statements for collection of airport revenue.
- (f) Issues Notices to Airmen via the FAA Flight Service Station.
- (g) Issues altimeter readings and reports the information as required.
- (h) Advises tenants or Airport users when they are in violation of Airport Rules and Regulations and attempts to diplomatically ensure compliance. Reports serious and problematic violations to management. Contacts law enforcement for support, if necessary.
- (i) Responds to airfield emergencies and unusual events on the airfield and resolves problems or contacts management when necessary. Documents incidents/accidents and files appropriate documentation.
- (j) Responds to airfield related emergencies, maintenance concerns, and unusual events outside of normal business hours, if directed by management. Assesses the condition and determines the proper course of action. Contacts management when necessary.
- (k) Maintains the Airport Operations Log, Airfield Inspection documentation, NOTAM Log, the Maintenance Work Order System, and other operationally related documentation.
- (l) Prepares correspondence and written reports as required to perform duties.
- (m) Organizes, files and updates the Airport Operations reference materials. Includes Federal Aviation Regulations, FAA Advisory Circulars, Airport generated manuals and plans, aviation vendor catalogs, etc.
- (n) Performs research on various Airport Operational issues.

- (o) Trains tenants and staff in their responsibilities under FAR Part 139, the Airport Emergency Plan, and FAR Part 107.
 - (p) Under the direction of the Senior Airport Operations Officer, assist in the preparation and maintenance of Airport manuals, plans, and programs.
 - (q) Under the direction of the Senior Airport Operations Officer, enforces the provisions of the Conservation Management Plan and contract criteria set forth in airfield lease agreements.
 - (r) Performs airfield environmental inspections to identify potential point source pollution from tenants, leased areas, and parked aircraft. Administers corrective action as needed.
 - (s) Assists the Senior Airport Operations Officer in coordinating the Airport's Emergency Exercises and annual table-top reviews.
 - (t) Performs special duties as assigned.
8. Contractor shall receive only the benefits and compensation set forth in this Contract.
9. The Authority shall have the sole obligation to pay to County, within thirty (30) days of billing by County, costs incurred by County pursuant to this Contract. Failure of the Authority to reimburse County timely, shall be grounds for immediate termination of Contractor's employment without requirement for advanced written notice.
10. The Authority determines that the services provided herein are reasonably necessary for the purposes of the Authority.
11. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract. CONTRACTOR shall successfully complete a pre-employment medical examination and drug test through the County's Center for Employee Health and Wellness prior to commencing work under this contract.

Raymond B. Rucker, President
San Bernardino International Airport Authority

Mark Gibbs

Dated _____

Dated: _____

Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Renee Bastian
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____, Deputy